

ALVORD AND ALVORD

ATTORNEYS AT LAW

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RECORDATION NO. 19625-E, F, G FILED 1425

DEC 29 1995 - 8 45 AM

INTERSTATE COMMERCE COMMISSION

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

December 28, 1995

Mr. Vernon A. Williams  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of an Equipment Lease Supplement (1995-1) No. 2, dated December 29, 1995; Trust Indenture and Security Agreement Supplement (1995-1) No. 2, dated December 29, 1995 and a Bill of Sale, dated December 29, 1995, all secondary documents as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed documents relates to the Equipment Lease Agreement and other secondary documents filed with the Commission under Recordation Number 19625.

The names and addresses of the parties to the enclosed documents are:

Equipment Lease Supplement (1995-1) No. 2

Lessee: First Security Bank of Utah, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111

Lessor: FMC Corporation  
200 East Randolph Drive  
Chicago, Illinois 60601

Mr. Vernon A. Williams  
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Trust Indenture and Security Agreement Supplement (1995-1) No. 2

Owner Trustee: First Security Bank of Utah, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111

Indenture Trustee: Harris Trust and Savings Bank  
311 West Monroe Street, 12th Floor  
Chicago, Illinois 60603

Bill of Sale

Seller: FMC Corporation  
200 East Randolph Drive  
Chicago, Illinois 60601

Buyer: First Security Bank of Utah, N.A.  
79 South Main Street  
Salt Lake City, Utah 84111

A description of the railroad equipment covered by the enclosed documents is attached hereto as Schedule I.

Also enclosed is a check in the amount of \$63.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg  
Enclosures

Schedule I  
(to the Bill of Sale)

Description of Items of Equipment

TRALL HOPPER CARS

FMLX062001	FMLX062009	FMLX062017	FMLX062025	FMLX062033
FMLX062002	FMLX062010	FMLX062018	FMLX062026	FMLX062034
FMLX062003	FMLX062011	FMLX062019	FMLX062027	FMLX062035
FMLX062004	FMLX062012	FMLX062020	FMLX062028	FMLX062036
FMLX062005	FMLX062013	FMLX062021	FMLX062029	FMLX062037
FMLX062006	FMLX062014	FMLX062022	FMLX062030	FMLX062038
FMLX062007	FMLX062015	FMLX062023	FMLX062031	FMLX062039
FMLX062008	FMLX062016	FMLX062024	FMLX062032	FMLX062040

ACF 5100 HOPPER CARS

FMLX051001	FMLX051031	FMLX051061	FMLX051091	FMLX051121
FMLX051002	FMLX051032	FMLX051062	FMLX051092	FMLX051122
FMLX051003	FMLX051033	FMLX051063	FMLX051093	FMLX051123
FMLX051004	FMLX051034	FMLX051064	FMLX051094	FMLX051124
FMLX051005	FMLX051035	FMLX051065	FMLX051095	FMLX051125
FMLX051006	FMLX051036	FMLX051066	FMLX051096	FMLX051126
FMLX051007	FMLX051037	FMLX051067	FMLX051097	FMLX051127
FMLX051008	FMLX051038	FMLX051068	FMLX051098	FMLX051128
FMLX051009	FMLX051039	FMLX051069	FMLX051099	FMLX051129
FMLX051010	FMLX051040	FMLX051070	FMLX051100	FMLX051130
FMLX051011	FMLX051041	FMLX051071	FMLX051101	FMLX051131
FMLX051012	FMLX051042	FMLX051072	FMLX051102	FMLX051132
FMLX051013	FMLX051043	FMLX051073	FMLX051103	FMLX051133
FMLX051014	FMLX051044	FMLX051074	FMLX051104	FMLX051134
FMLX051015	FMLX051045	FMLX051075	FMLX051105	FMLX051135
FMLX051016	FMLX051046	FMLX051076	FMLX051106	FMLX051136
FMLX051017	FMLX051047	FMLX051077	FMLX051107	FMLX051137
FMLX051018	FMLX051048	FMLX051078	FMLX051108	FMLX051138
FMLX051019	FMLX051049	FMLX051079	FMLX051109	FMLX051139
FMLX051020	FMLX051050	FMLX051080	FMLX051110	FMLX051140
FMLX051021	FMLX051051	FMLX051081	FMLX051111	FMLX051141
FMLX051022	FMLX051052	FMLX051082	FMLX051112	FMLX051142
FMLX051023	FMLX051053	FMLX051083	FMLX051113	FMLX051143
FMLX051024	FMLX051054	FMLX051084	FMLX051114	FMLX051144
FMLX051025	FMLX051055	FMLX051085	FMLX051115	FMLX051145
FMLX051026	FMLX051056	FMLX051086	FMLX051116	FMLX051146
FMLX051027	FMLX051057	FMLX051087	FMLX051117	FMLX051147
FMLX051028	FMLX051058	FMLX051088	FMLX051118	FMLX051148
FMLX051029	FMLX051059	FMLX051089	FMLX051119	FMLX051149
FMLX051030	FMLX051060	FMLX051090	FMLX051120	FMLX051150

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**BILL OF SALE**

ILLINOIS COMMERCE COMMISSION

FMC Corporation, a Delaware corporation (the "Seller"), in consideration of good and valuable consideration to it paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, convey and set over unto First Security Bank of Utah, National Association, not in its individual capacity, but solely as Owner Trustee (the "Owner Trustee") under a Trust Agreement (1995-1) which creates a trust referred to as the FMC Rail Trust 1995-1, dated as of September 15, 1995, as thereafter from time to time amended or supplemented, with NationsBank, National Association, its successors and assigns, all right, title and interest of the Seller in and to the items of equipment described on the attachment hereto (the "Items of Equipment"), including, without limitation, all warranties provided by any manufacturer of an Item of Equipment to be conveyed with such Item of Equipment to the Owner Trustee to the maximum extent permitted by such warranty and by law and to the extent so permitted such warranty shall be deemed conveyed and a part of the sale of the related Items of Equipment.

To have and to hold, all and singular, the Items of Equipment to the said Owner Trustee, its successors and assigns, for its and their own use and behoof forever.

The Seller hereby represents and warrants to the Owner Trustee, its successors and assigns, that on the date hereof, the Seller is the lawful owner of the Items of Equipment with good right and full power to sell the Items of Equipment and has full legal and beneficial title to the Items of Equipment, free and clear of all Liens; that there is hereby conveyed to the Owner Trustee on the date hereof, full legal and beneficial title to the Items of Equipment, free and clear of all Liens; and the Seller agrees that it will warrant and forever defend such title to the Items of Equipment against the claims and demands of all other Persons.

At any time and from time to time after the date hereof, the Seller shall execute and deliver or cause to be executed and delivered to the Owner Trustee such other instruments and take such other action, all as the Owner Trustee may reasonably request, in order to carry out the intent and purpose of this Bill of Sale.

This Bill of Sale shall be governed by the internal laws of the State of Illinois without regard to principles of conflict of law.

Capitalized terms used herein and not otherwise defined have the respective meanings ascribed thereto in Appendix I to the Participation Agreement.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be duly executed and delivered as of the 29th day of December, 1995.

FMC CORPORATION

By: 

Name: D.N. Schuchardt

Title: Assistant Treasurer

Schedule I  
(to the Bill of Sale)

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FMLX062001	FMLX062009	FMLX062017	FMLX062025	FMLX062033
FMLX062002	FMLX062010	FMLX062018	FMLX062026	FMLX062034
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FMLX062004	FMLX062012	FMLX062020	FMLX062028	FMLX062036
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FMLX062007	FMLX062015	FMLX062023	FMLX062031	FMLX062039
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FMLX051001	FMLX051031	FMLX051061	FMLX051091	FMLX051121
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FMLX051003	FMLX051033	FMLX051063	FMLX051093	FMLX051123
FMLX051004	FMLX051034	FMLX051064	FMLX051094	FMLX051124
FMLX051005	FMLX051035	FMLX051065	FMLX051095	FMLX051125
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FMLX051007	FMLX051037	FMLX051067	FMLX051097	FMLX051127
FMLX051008	FMLX051038	FMLX051068	FMLX051098	FMLX051128
FMLX051009	FMLX051039	FMLX051069	FMLX051099	FMLX051129
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FMLX051012	FMLX051042	FMLX051072	FMLX051102	FMLX051132
FMLX051013	FMLX051043	FMLX051073	FMLX051103	FMLX051133
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FMLX051017	FMLX051047	FMLX051077	FMLX051107	FMLX051137
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FMLX051019	FMLX051049	FMLX051079	FMLX051109	FMLX051139
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FMLX051025	FMLX051055	FMLX051085	FMLX051115	FMLX051145
FMLX051026	FMLX051056	FMLX051086	FMLX051116	FMLX051146
FMLX051027	FMLX051057	FMLX051087	FMLX051117	FMLX051147
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